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THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT

THIS AGREEMENT, made this 20th day of March, 1972,

BETWEEN

THE BOARD OF EDUCATION OF THE BOROUGH OF MENDHAM,  
IN THE COUNTY OF MORRIS, NEW JERSEY,  
a body corporate of the State of New Jersey,

hereinafter called the BOARD

AND

THE MENDHAM BOROUGH EDUCATION ASSOCIATION,

hereinafter called the ASSOCIATION

WITNESSETH:

WHEREAS, the BOARD and the ASSOCIATION, in accordance with Chapter 303 of Public Laws of 1968, have met and negotiated in good faith the terms and conditions of employment of the teachers in the Borough of Mendham; and

WHEREAS, as a result of the aforesaid negotiations, the provisions hereinafter set forth have been agreed upon:

ARTICLE I. SALARY SCHEDULE

The BOARD and the ASSOCIATION hereby agree that the salary guide during the school year 1972-73 shall be as set forth in Policy No. 4141-72, adopted March 20, 1972, which is attached hereto and made a part hereof.

ARTICLE II. HOSPITALIZATION

The BOARD agrees to pay for all teachers the full cost of the teacher's share only of (a) Blue Cross; (b) Blue Shield, with extended coverage; and (c) Major Medical, under the provisions of the State Health Benefits Program. In addition the BOARD agrees to pay eighty-five percent (85%) of the cost of the employee and

child (no maternity) plan, or the full family plan, or the employee and spouse (no maternity) plan, as provided for in the State Health Benefits Program.

#### ARTICLE III. GRIEVANCE

The BOARD and the ASSOCIATION agree that the grievance procedure shall be that which is designated as Policy 2450, Adopted July 13, 1966, attached hereto and made a part hereof. It is further understood that the term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the BOARD to renew the contract of a non-tenure teacher.

#### ARTICLE IV. SICK LEAVE

The BOARD and the ASSOCIATION agree that the allowance of sick days and payment therefore shall be that which is designated as Policy 4151.1, adopted April 19, 1967, attached hereto and made a part hereof.

#### ARTICLE V. RESEARCH

The BOARD agrees to set aside funds in the budget for the purpose of research, consultation and curriculum development.

The BOARD retains the right to determine the amount to be expended therefrom and the nature and extent of the projects to be undertaken.

#### ARTICLE VI. POLICY

It is the intent of the BOARD to involve the teachers in discussions of and to consider the teachers' point of view concerning any change of existing policy or any new policy which

affects the terms and conditions of teacher employment, however it is understood that the BOARD retains exclusively unto itself the rights to adopt policy.

It is hereby agreed by the parties hereto that the following policies shall be considered as part of the contract and shall have the same force and effect as if set forth herein at length:

#2432 Adopted Nov. 16, 1970	#4141.1 Revised March 20, 1972
#2433 Adopted Nov. 16, 1970	#4141.2 Revised March 20, 1972
#4114 Adopted Apr. 19, 1967	#4147 Revised March 20, 1972
#4117 Revised Dec. 21, 1970	#4151 Adopted Nov. 14, 1962
#4118 Revised Feb. 15, 1971	#4151.4 Revised March 20, 1972
	#4152.3 Revised March 20, 1972

#### ARTICLE VII. COOPERATIVE ACTION

A. The ASSOCIATION and the BOARD will actively cooperate in the following areas:

1. Planning and carrying out an orientation program for teachers new to the district.
2. The public relations program of the BOARD and the ASSOCIATION.
3. Encourage and promote what they agree are high standards on the part of the professional staff.

B. In a continuing cooperative effort to achieve educational excellence in the Mendham Borough Schools, the parties to this agreement will focus their attention on the development of:

1. An intensive, meaningful program for all students at all levels, including concern for those with special learning problems.
2. Effective in-service programs for the teaching staff.

#### ARTICLE VIII. ASSOCIATION RIGHTS

The ASSOCIATION, on its own behalf and on behalf of its members, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and Rules and Regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, and the provisions of this agreement shall be construed in the light of the teachers prerogatives vested in the ASSOCIATION by the foregoing legal authorities.

#### ARTICLE IX. BOARD RIGHTS

The BOARD, on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and Rules and Regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, and the provisions of this agreement shall be construed in the light of the management prerogatives vested in the BOARD by the foregoing legal authorities.

#### ARTICLE X. NEGOTIATIONS

The BOARD and the ASSOCIATION agree to appoint persons for the purpose of negotiations in accordance with Chapter 303 of Public Laws of 1968, to meet on or before October 1, 1972.

ARTICLE XI. DURATION OF AGREEMENT

This agreement shall be effective during the school year 1972-73, commencing on July 1, 1972, and terminating on June 30, 1973.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereto affixed the day and year first written.

THE BOARD OF EDUCATION OF THE BOROUGH  
OF MENDHAM, IN THE COUNTY OF MORRIS,  
NEW JERSEY

ATTEST:

*Edna Ward*  
Secretary

By *James J. Peter*  
President

THE MENDHAM BOROUGH EDUCATION ASSOCIATION

ATTEST:

*Constance J. Hall*  
Secretary

By *James J. Peter*  
President

MENDHAM BOROUGH SCHOOL  
TEACHERS' SALARY GUIDE FOR 1972-73

Adopted:

Policy #4141-72

STEPS	LEVELS					
	I B.S.	II B.S. + 15	III B.S. + 30	IV M.A.	V M.A. + 15	VI M.A. + 30
1	8,050	8,365	8,680	8,995	9,310	9,625
2	8,390	8,725	9,060	9,395	9,730	10,065
3	8,730	9,085	9,440	9,795	10,150	10,505
4	9,070	9,445	9,820	10,195	10,570	10,945
5	9,410	9,805	10,200	10,595	10,990	11,385
6	9,750	10,165	10,580	10,995	11,410	11,825
7	10,090	10,525	10,960	11,395	11,830	12,265
8	10,430	10,885	11,340	11,795	12,250	12,705
9	10,770	11,245	11,720	12,195	12,670	13,145
10	11,110	11,605	12,100	12,595	13,090	13,585
11	11,450	11,965	12,480	12,995	13,510	14,025
12	11,790	12,325	12,860	13,395	13,930	14,465
13	12,130	12,685	13,240	13,795	14,350	14,905
14		13,045	13,620	14,195	14,770	15,345
15			14,000	14,595	15,190	15,785
16				14,995	15,610	16,225

Mendham Borough Board of Education  
Article IV - Personnel  
Section I - Professional

PERSONAL ILLNESS

1. In accordance with Title 18A:30-2 all teachers shall be entitled to sick leave with full pay for ten school days in any school year. If any teacher requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such sick leave not used that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
2. Five additional days of sick leave shall be allowed with full pay in any school year, such additional days to be used only after all normal and accumulated sick leave days have been used. These five additional days shall not be accumulative from one school year to the next.
3. When absence due to sickness exceeds the accumulated sick leave plus five days, the Board of Education shall pay the teacher concerned each day's salary less the pay of a substitute for a period of up to forty school days. A day's salary is defined as 1/200th of the annual salary. (18A:30-6) Thereafter the teacher shall receive no further pay until he or she resumes employment.
4. The Board of Education will be prepared to give special consideration to exceptional cases involving extreme hardship.
5. Teachers transferring from other school districts within the county shall be entitled to sick leave accumulated there, provided the accumulation of sick leave does not exceed ten days per school year and provided there has been no interruption in employment. Authority for this shall be written statement from the previous Board of Education.
6. Teachers returning to employment after an authorized leave of absence for other reasons than health, shall be entitled to sick leave accumulated prior to such leave.
7. In case of sick leave claimed, the Board of Education may require a physician's certificate to be filed with the secretary of the Board of Education per 18A:30-4.

Adopted: November 14, 1962  
Revised: February 10, 1965  
Revised: March 15, 1967  
Revised: 1972

Mendham Borough Board of Education  
Article 2 - Administration  
Section 4

Review of Administrative Decisions

It shall be the policy of the Mendham Borough Board of Education to afford every employee the right to appeal the application of policies and administrative decisions affecting him. He shall be assured freedom from restraint, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal through designated administrative channels or to designate another person to appear with him at any step in his appeal.

1. Any employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter.
2. If the matter is not resolved to the satisfaction of the employee, he shall set forth his complaint in writing to the Principal within 5 school days. The Principal shall communicate his decision to the employee in writing within 5 school days of receipt of the written complaint.
3. The employee may appeal the Principal's decision to the Superintendent. The appeal to the Superintendent must be made in writing and must set forth the grounds on which the grievance is based. The Superintendent shall request a report on the grievance from the building Principal, shall confer with the concerned parties and, upon request, with the employee or Principal separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and his building Principal.
4. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the President of the Board of Education. The board shall review the grievance, hold a hearing with the concerned parties, if requested, and render a decision in writing to the employee, his building principal and Superintendent within 30 calendar days.

Adopted: July 13, 1966